

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X

DOOLIM CORP.,

08 CV 01587

Plaintiff,

-against-

R DOLL LLC a/k/a RUBBER DOLL  
and STEVEN OSHATZ,

DECLARATION  
IN SUPPORT OF  
DEFAULT JUDGMENT

Defendants,

and

ROSENTHAL & ROSENTHAL, INC.,

Stakeholder Defendant.

-----X

HUH DAL WOOK a/k/a DAN HUH, Chief Executive Officer of Doolim Corp.,

declares the following statements to be true under penalty of perjury:

1. Doolim Corp. ("Doolim") is a corporation duly organized and existing under and pursuant to the laws of Korea, with its principal place of business at Doolim Bldg, 3<sup>rd</sup> Floor, #448-1, Seongnae-Dong, Gangdong-Ku, Seoul, Korea. Doolim is engaged in the business of production of apparel goods and operates factories engaged in such production.

2. Between in or around April 2007 and in or around October 2007, Rubber Doll prepared and transmitted to Doolim its purchase order numbers 100541, 100542, 100543, 100554, 100556, 100557, 100558, 100559, 100560, 100561, 100562, 100563, 100581, 100582, 100597, 100598, 100607, 100608, 100619, 100624, 100625, 100626, 100627, 100653, 100654, 100655, 100656, 100657, 100658, 100659, 100660, 100662, 100663, 100664, 100665, 100666, 100667, 100668, 100669, 100670, 100671, 100672, 100673, 100674 and 100675 pursuant to which Rubber Doll ordered to be produced to their specifications and delivered to Rubber Doll

495,968 garments comprised of approximately 460,000 *Rubber Doll*<sup>®</sup> and *RDoll*<sup>®</sup> branded garments, and another 40,000 (approximately) private label garments (the “Garments”). The Garments are generally described as girls’ and ladies’ knit pants, knit tops and knit dresses. Defendant Steven Oshatz (“Oshatz”) is the managing member of Rubber Doll and the registered owner of the *Rubber Doll*<sup>®</sup> and *RDoll*<sup>®</sup> Trademarks. Copies of documentation from the United States trademark registry reflecting Mr. Oshatz’ ownership of the Trademarks are annexed hereto as Exhibit 1.

3. Rubber Doll agreed to pay the aggregate LDP price of \$1,985,782.23 for the Garments. Payments with respect to each shipment of Garments were due, per the contracted terms “ROG 15 Days,” or 15 days from receipt by Rubber Doll of those Garments.

4. Between on or about July 22, 2007 and on or about August 12, 2007, more than 77,500 Garments were manufactured and shipped by Doolim in accordance with Rubber Doll’s orders, for which Rubber Doll was invoiced \$381,026.10 under Doolim invoice numbers DM-257, DM-20070724, DM-20070803, DM-222/223 and DM-225/229. All of those Garments were received by Rubber Doll on dates between July 25, 2007 and September 7, 2007. Copies of Doolim’s business records, created and maintained in the ordinary course of its business with respect to those transactions, are annexed hereto as Exhibit 2.

5. By September 22, 2007, Rubber Doll had not paid any portion of the \$381,026.10 which was then due and owing to Doolim. Accordingly, Doolim required payment assurances prior to releasing any additional Garments to Rubber Doll.

6. Following receipt of adequate assurances from Rubber Doll, Doolim dispatched an additional 153,684 Garments on October 9, 2007, having the LDP invoice price of

\$638,782.00 (DM-308/307). In furtherance of the agreement, and as a condition for release of the Garments to Rubber Doll, Rubber Doll transferred to Doolim the sum of \$200,000.00 for application against Invoice No. DM-308/307. Doolim also agreed to and did ship an additional 3,408 Garments to Rubber Doll on October 16 and November 7, 2007, all of which were received by Rubber Doll on or before November 20, 2007. Copies of Doolim's business records, created and maintained in the ordinary course of its business with respect to those transactions, are annexed hereto as Exhibit 3.

7. On November 25, 2007, in furtherance of their commitment to Rubber Doll, Doolim shipped an additional 13,735 Garments having the aggregate LDP value of \$67,433.75 (see Exhibit 4).

8. By December 1, 2007, Rubber Doll had not made any further payments on account of the Garments and there remained due \$840,085.74 on account of Garments received by Rubber Doll and \$67,433.75 for goods in transit. Therefore, Doolim called for additional assurances from Rubber Doll.

9. On December 8, 2007, Doolim and Rubber Doll agreed, in writing, to a payment schedule requiring payments as follows:

December 14, 2007	\$200,000
December 28, 2007	142,000
January 11, 2008	100,000
January 25, 2008	88,000
April 20, 2008	401,000

A copy of the Agreement is annexed hereto as Exhibit 5.

10. In addition, the December 8, 2007 agreement required that Rubber Doll establish, by December 14, 2007, a documentary letter of credit in favor of Doolim, securing payment for

Garments in production for Rubber Doll's customer Kmart, having an LDP value of approximately \$700,000.

11. By December 14, 2007, Rubber Doll had neither paid \$200,000 nor established a letter of credit in Doolim's favor. Nevertheless, in good faith, Doolim continued production of goods for Rubber Doll while attempting to accommodate Rubber Doll's financial situation and obtain payment.

12. By mid-January 2008, Rubber Doll had not yet paid any additional sums to Doolim and had not established a letter of credit in Doolim's favor. Doolim exercised its right to suspend its performance and to avoid its contracts with Rubber Doll.

13. In addition to the Garments which were delivered to and received by Rubber Doll, (a) 13,735 Garments having an aggregate LDP value of \$67,433.75 are held by Doolim in California; (b) 38,450 Garments having an aggregate LDP value of \$162,258.20 are completed and ready for shipment; and (c) production has been stopped with respect to 210,843 Garments having an aggregate LDP value of \$716,004.44. Copies of Doolim's business records, created and maintained in the ordinary course of its business and reflecting the foregoing facts, are annexed hereto as Exhibit 6. The total amount due Doolim therefore is \$1,785,852.23.

14. Doolim seeks to mitigate its damages by selling the Garments and applying the proceeds of the sale to Rubber Doll's account. However, doing so may violate the property rights of Oshatz, Rubber Doll and/or Rosenthal in and to the Mark. Doolim therefore also asks the Court for a declaration permitting Doolim to sell the *Rubber Doll*<sup>®</sup> and *RDoll*<sup>®</sup> branded garments in its possession, with the labels and branding identification in tact, and apply to proceeds to Rubber Doll's account.

15. Finally, Rosenthal & Rosenthal, Inc. ("Rosenthal"), by virtue of factoring arrangements between Rosenthal and Rubber Doll, is in possession of funds and outstanding receivables in which Rubber Doll has an interest net of Rosenthal's interest therein (the "Collateral"). I am informed and believe that the Collateral consists wholly of proceeds with respect to the Garments. I am also informed and believe that the Collateral is significantly less than the amount owed Doolim.

16. On February 8, 2008, Doolim perfected a purchase money security interest in the Garments and their proceeds and duly notified Rosenthal of the lien. Copies of the lien Notice and record of filing with the Secretary of State of the State of New York are annexed hereto as Exhibit 7. I believe, based upon information provided by Doolim's attorney, that Doolim's security interest is senior to any other security interests in and to the Collateral except to the extent of Rosenthal's possessory interest therein. Doolim therefore seeks an Order of this Court directing Rosenthal to disburse all of the Collateral, net of Rosenthal's entitlement, to Doolim, which amount will be in partial satisfaction of the monies due Doolim from Rubber Doll.

17. In summary, between on or about July 22, 2007 and on or about December 1, 2007, Doolim sold and delivered to Rubber Doll goods manufactured to Rubber Doll's order having the aggregate agreed-upon and reasonable price of \$1,107,519.59. Rubber Doll paid \$200,000.00 on account of the foregoing, leaving a balance due and owing in the amount of \$907,519.59, no part of which has been paid although payment was demanded. In addition, Doolim is entitled to the contract price of \$878,332.64 on account of completed Garments and work on progress, held by Doolim at its factory.

18. As partial satisfaction of the money judgment to which Doolim is entitled,

Doolim also asks for an Order entitling Doolim to recovery of the net Collateral held by Rosenthal and, finally, Doolim seeks an Order of this Court allowing Doolim to maximize their recovery from the sale of Garments in their possession by declaring in Doolim a limited license to do so without being in violation of trademark rights, with the proceeds being applied in partial satisfaction of the money judgment to which Doolim is entitled.

19. I am advised by Doolim's attorney that none of the defendants have appeared in this action and that they are in default. I am also advised by counsel that Doolim is therefore entitled to judgment on default. Doolim respectfully requests that this Court enter judgment in its favor as detailed in this Declaration.

Dated: March , 2008

  
HUH DAL WOOK





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**Typed Drawing**

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<b>Word Mark</b>	RUBBER DOLL
<b>Goods and Services</b>	IC 025. US 022 039. G & S: UNDERWEAR, FOOTWEAR, SKI WEAR, SLEEP WEAR, CAPS, HEADBANDS, BELTS, SOCKS AND WRISTBANDS. FIRST USE: 20060900. FIRST USE IN COMMERCE: 20060900
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	76481748
<b>Filing Date</b>	January 13, 2003
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A;1B
<b>Published for Opposition</b>	September 28, 2004
<b>Registration Number</b>	3411894
<b>Registration Date</b>	April 15, 2008
<b>Owner</b>	(REGISTRANT) <b>OSHATZ</b> , STEVEN L. INDIVIDUAL UNITED STATES 51 Diamond Drive Newtown PENNSYLVANIA 189402404
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Timothy D. Pecsénye, Alfred W. Zaher, Cindy A. Elliot, David M. Perry, Emily J. Barnhart, Bruce D. George, Sean W. Dwyer, Lisa Casey Spaniel, Megan E. Spitz and Zachary A. Aria
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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**Typed Drawing**

<b>Word Mark</b>	RUBBER DOLL
<b>Goods and Services</b>	IC 025. US 022 039. G & S: CLOTHING, NAMELY, BEACHWEAR, LOUNGEWEAR, RAINWEAR, SWIM WEAR, TENNIS WEAR, T-SHIRTS, BLOUSES, SHORTS, JEANS, HATS, JOGGING SUITS, TANK TOPS, SKIRTS, GOLF SHIRTS AND GLOVES. FIRST USE: 20050630. FIRST USE IN COMMERCE: 20050630
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	76978230
<b>Filing Date</b>	January 13, 2003
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A;1B
<b>Published for Opposition</b>	September 28, 2004
<b>Registration Number</b>	3142757
<b>Registration Date</b>	September 12, 2006
<b>Owner</b>	(REGISTRANT) <b>OSHAZ</b> , STEVEN L. INDIVIDUAL UNITED STATES 51 Diamond Drive Newtown PENNSYLVANIA 189402404
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Timothy D. Pecsénye, Alfred W. Zaher, Cindy A. Elliot, David M. Perry, Emily J. Barnhart, Bruce D. George, Sean W. Dwyer, Lisa Casey Spaniel, Megan E. Spitz and Zachary A. Aria
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
<b>Live/Dead Indicator</b>	LIVE

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**Typed Drawing**

<b>Word Mark</b>	RUBBER DOLL
<b>Goods and Services</b>	IC 025. US 022 039. G & S: CLOTHING, NAMELY, HEADWEAR, HATS, SHIRTS, SWEATSHIRTS, SWEAT PANTS, PANTS, JACKETS, COATS, WARM-UP SUITS AND SCARVES. FIRST USE: 20040801. FIRST USE IN COMMERCE: 20040801
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	76977460
<b>Filing Date</b>	January 13, 2003
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1B
<b>Published for Opposition</b>	September 28, 2004
<b>Registration Number</b>	2960670
<b>Registration Date</b>	June 7, 2005
<b>Owner</b>	(REGISTRANT) <b>OSHAZT</b> , STEVEN L. INDIVIDUAL UNITED STATES 51 Diamond Drive Newtown PENNSYLVANIA 189402404
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Timothy D. Pecsénye, Alfred W. Zaher, Cindy A. Elliot, David M. Perry, Emily J. Barnhart, Bruce D. George, Sean W. Dwyer, Lisa Casey Spaniel, Megan E. Spitz and Zachary A. Aria
<b>Type of Mark</b>	TRADEMARK
<b>Register</b>	PRINCIPAL
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**Typed Drawing**

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<b>Word Mark</b>	RUBBER DOLL
<b>Goods and Services</b>	IC 025. US 022 039. G & S: SWEATERS. FIRST USE: 20030103. FIRST USE IN COMMERCE: 20030103
<b>Mark Drawing Code</b>	(1) TYPED DRAWING
<b>Serial Number</b>	76977459
<b>Filing Date</b>	January 13, 2003
<b>Current Filing Basis</b>	1A
<b>Original Filing Basis</b>	1A
<b>Published for Opposition</b>	September 28, 2004
<b>Registration Number</b>	2947578
<b>Registration Date</b>	May 10, 2005
<b>Owner</b>	(REGISTRANT) <b>OSHATZ</b> , STEVEN L. INDIVIDUAL UNITED STATES 51 Diamond Drive Newtown PENNSYLVANIA 189402404
<b>Assignment Recorded</b>	ASSIGNMENT RECORDED
<b>Attorney of Record</b>	Timothy D. Pecsénye, Alfred W. Zaher, Cindy A. Elliot, David M. Perry, Emily J. Barnhart, Bruce D. George, Sean W. Dwyer, Lisa Casey Spaniel, Megan E. Spitz and Zachary A. Aria
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<b>Live/Dead Indicator</b>	LIVE

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## Mark Image

**Word Mark** RDOLL

**Goods and Services** IC 025. US 022 039. G & S: CLOTHING, NAMELY, BEACHWEAR, UNDERWEAR, HEADWEAR, LOUNGEWEAR, RAINWEAR, SKI WEAR, SLEEPWEAR, SWIM WEAR, TENNIS WEAR, SHIRTS, SWEATSHIRTS, T-SHIRTS, BLOUSES, SWEAT PANTS, SHORTS, PANTS, JEANS, CAPS, HATS, JACKETS, JOGGING SUITS, COATS, HEADBANDS, TANK TOPS, SKIRTS, WARM-UP SUITS, BELTS, SOCKS, GOLF SHIRTS, WRISTBANDS, GLOVES, SCARVES, AND SWEATERS. FIRST USE: 20050428. FIRST USE IN COMMERCE: 20050428

IC 026. US 037 039 040 042 050. G & S: PONYTAIL HOLDERS AND BARRETTES. FIRST USE: 20050428. FIRST USE IN COMMERCE: 20050428

**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

**Design Search Code** 01.01.03 - Star - a single star with five points  
02.05.01 - Busts of children; Children, heads, portraiture, busts; Heads of children  
02.05.04 - Children, girl(s); Girls  
27.03.02 - Humans forming letters or numerals; Humans forming punctuation

**Serial Number** 78522791**Filing Date** November 24, 2004**Current Filing Basis** 1A**Original Filing Basis** 1B**Published for Opposition** October 11, 2005**Registration Number** 3131039**Registration Date** August 15, 2006**Owner** (REGISTRANT) **Oshatz**, Steven L. INDIVIDUAL UNITED STATES 51 Diamond Drive Newtown PENNSYLVANIA 189402404**Assignment Recorded** ASSIGNMENT RECORDED



**Attorney of Record** Timothy D. Pecsénye, Alfred W. Zaher, Cindy A. Elliot, David M. Perry, Emily J. Barnhart, Bruce D. George, Sean W. Dwyer, Lisa Casey Spaniel, Megan E. Spitz and Zachary A. Aria

**Type of Mark** TRADEMARK

**Register** PRINCIPAL

**Live/Dead Indicator** LIVE

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08 CV 01587

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-against-

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and STEVEN OSHATZ,

DECLARATION  
IN SUPPORT OF  
DEFAULT JUDGMENT

Defendants,

and

ROSENTHAL & ROSENTHAL, INC.,

Stakeholder Defendant.

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declares the following statements to be true under penalty of perjury:

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6. Following receipt of adequate assurances from Rubber Doll, Doolim dispatched an additional 153,684 Garments on October 9, 2007, having the LDP invoice price of

\$638,782.00 (DM-308/307). In furtherance of the agreement, and as a condition for release of the Garments to Rubber Doll, Rubber Doll transferred to Doolim the sum of \$200,000.00 for application against Invoice No. DM-308/307. Doolim also agreed to and did ship an additional 3,408 Garments to Rubber Doll on October 16 and November 7, 2007, all of which were received by Rubber Doll on or before November 20, 2007. Copies of Doolim's business records, created and maintained in the ordinary course of its business with respect to those transactions, are annexed hereto as Exhibit 3.

7. On November 25, 2007, in furtherance of their commitment to Rubber Doll, Doolim shipped an additional 13,735 Garments having the aggregate LDP value of \$67,433.75 (see Exhibit 4).

8. By December 1, 2007, Rubber Doll had not made any further payments on account of the Garments and there remained due \$840,085.74 on account of Garments received by Rubber Doll and \$67,433.75 for goods in transit. Therefore, Doolim called for additional assurances from Rubber Doll.

9. On December 8, 2007, Doolim and Rubber Doll agreed, in writing, to a payment schedule requiring payments as follows:

December 14, 2007	\$200,000
December 28, 2007	142,000
January 11, 2008	100,000
January 25, 2008	88,000
April 20, 2008	401,000

A copy of the Agreement is annexed hereto as Exhibit 5.

10. In addition, the December 8, 2007 agreement required that Rubber Doll establish, by December 14, 2007, a documentary letter of credit in favor of Doolim, securing payment for

Garments in production for Rubber Doll's customer Kmart, having an LDP value of approximately \$700,000.

11. By December 14, 2007, Rubber Doll had neither paid \$200,000 nor established a letter of credit in Doolim's favor. Nevertheless, in good faith, Doolim continued production of goods for Rubber Doll while attempting to accommodate Rubber Doll's financial situation and obtain payment.

12. By mid-January 2008, Rubber Doll had not yet paid any additional sums to Doolim and had not established a letter of credit in Doolim's favor. Doolim exercised its right to suspend its performance and to avoid its contracts with Rubber Doll.

13. In addition to the Garments which were delivered to and received by Rubber Doll, (a) 13,735 Garments having an aggregate LDP value of \$67,433.75 are held by Doolim in California; (b) 38,450 Garments having an aggregate LDP value of \$162,258.20 are completed and ready for shipment; and (c) production has been stopped with respect to 210,843 Garments having an aggregate LDP value of \$716,004.44. Copies of Doolim's business records, created and maintained in the ordinary course of its business and reflecting the foregoing facts, are annexed hereto as Exhibit 6. The total amount due Doolim therefore is \$1,785,852.23.

14. Doolim seeks to mitigate its damages by selling the Garments and applying the proceeds of the sale to Rubber Doll's account. However, doing so may violate the property rights of Oshatz, Rubber Doll and/or Rosenthal in and to the Mark. Doolim therefore also asks the Court for a declaration permitting Doolim to sell the *Rubber Doll*<sup>®</sup> and *RDoll*<sup>®</sup> branded garments in its possession, with the labels and branding identification in tact, and apply to proceeds to Rubber Doll's account.

15. Finally, Rosenthal & Rosenthal, Inc. ("Rosenthal"), by virtue of factoring arrangements between Rosenthal and Rubber Doll, is in possession of funds and outstanding receivables in which Rubber Doll has an interest net of Rosenthal's interest therein (the "Collateral"). I am informed and believe that the Collateral consists wholly of proceeds with respect to the Garments. I am also informed and believe that the Collateral is significantly less than the amount owed Doolim.

16. On February 8, 2008, Doolim perfected a purchase money security interest in the Garments and their proceeds and duly notified Rosenthal of the lien. Copies of the lien Notice and record of filing with the Secretary of State of the State of New York are annexed hereto as Exhibit 7. I believe, based upon information provided by Doolim's attorney, that Doolim's security interest is senior to any other security interests in and to the Collateral except to the extent of Rosenthal's possessory interest therein. Doolim therefore seeks an Order of this Court directing Rosenthal to disburse all of the Collateral, net of Rosenthal's entitlement, to Doolim, which amount will be in partial satisfaction of the monies due Doolim from Rubber Doll.

17. In summary, between on or about July 22, 2007 and on or about December 1, 2007, Doolim sold and delivered to Rubber Doll goods manufactured to Rubber Doll's order having the aggregate agreed-upon and reasonable price of \$1,107,519.59. Rubber Doll paid \$200,000.00 on account of the foregoing, leaving a balance due and owing in the amount of \$907,519.59, no part of which has been paid although payment was demanded. In addition, Doolim is entitled to the contract price of \$878,332.64 on account of completed Garments and work on progress, held by Doolim at its factory.

18. As partial satisfaction of the money judgment to which Doolim is entitled,

Doolim also asks for an Order entitling Doolim to recovery of the net Collateral held by Rosenthal and, finally, Doolim seeks an Order of this Court allowing Doolim to maximize their recovery from the sale of Garments in their possession by declaring in Doolim a limited license to do so without being in violation of trademark rights, with the proceeds being applied in partial satisfaction of the money judgment to which Doolim is entitled.

19. I am advised by Doolim's attorney that none of the defendants have appeared in this action and that they are in default. I am also advised by counsel that Doolim is therefore entitled to judgment on default. Doolim respectfully requests that this Court enter judgment in its favor as detailed in this Declaration.

Dated: March , 2008

  
HUH DAL WOOK



**INVOICE**

TO MESSRS : R.DOLL, LLC  
530 7TH AVENUE,  
SUITE 2805,  
NEW YORK, NY 10018  
U.S.A.

INVOICE NO.: DM-0257 [3200]

CONTRACT NO.:

SHIPPING DATE : 7/22/2007

FROM : HOCHIMINH CITY, VIETNA,

TO : NEW YORK, NY U.S.A


L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>WOMEN'S KNIT DRESS</b> 95% RAYON 5% SPANDEX JERSEY STYLE NO.: 215340 PO NO.: 0505229	3,200 PCS	LDP  USD 12.50 /PC	USD 40,000.00
		<b>3,200 PCS</b>		<b>USD 40,000.00</b>
SAY TOTAL U.S. DOLLARS FORTY THOUSAND ONLY				
WE HEREBY CERTIFY THAT NO SOLID WOOD PACKING MATERIALS ASSOCIATED WITH THIS SHIPMENT.				
	M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM			
	CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014			

A DOOLIM CORPORATION

PRESIDENT

  
S. K. JOO  
D. W. HUH

SIGNATURE \_\_\_\_\_

**INVOICE**

TO MESSRS : R.DOLL, LLC  
530 7TH AVENUE,  
SUITE 2805,  
NEW YORK, NY 10018  
U.S.A.

INVOICE NO.: DM-20070724 [37230]

CONTRACT NO.:

SHIPPING DATE : 7/24/2007

FROM : HOCHIMINH CITY, VIETNA,

TO : LOS ANGELES, U.S.A.

L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>LADIES KNIT TOPS</b> 100% COTTON STYLE NO.: 376025 PO NO.: 27036	2,100 PCS	LDP USD 3.95 /PC	USD 8,295.00
	STYLE NO.: 376025 PO NO.: 27034	2,496 PCS	USD 3.95 /PC	USD 9,859.20
	<b>LADIES KNIT TOPS</b> 60% COTTON 40% POLYESTER STYLE NO.: 279057 PO NO.: 26439	3,504 PCS	USD 4.70 /PC	USD 16,468.80
	STYLE NO.: 278875 PO NO.: 25691	5,208 PCS	USD 4.75 /PC	USD 24,738.00
	STYLE NO.: 278875 PO NO.: 100563	12,792 PCS	USD 4.75 /PC	USD 60,762.00
	<b>LADIES KNIT DRESS</b> 60% COTTON 40% POLYESTER STYLE NO.: 274632 PO NO.: 100541	11,130 PCS	USD 4.30 /PC	USD 47,859.00
		<b>37,230 PCS</b>		<b>USD 167,982.00</b>
	SAY TOTAL U.S. DOLLARS ONE HUNDRED SIXTY EIGHT THOUSAND ONE HUNDRED EIGHTY EIGHT AND CENTS FORTY ONLY			
	WE HEREBY CERTIFY THAT NO SOLID WOOD PACKING MATERIALS ASSOCIATED WITH THIS SHIPMENT.			
	M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM			
	CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014			

A DOOLIM CORPORATION

*S. K. JOO*

SIGNATURE

PRESIDENT

S. K. JOO  
D. W. HUH

**INVOICE**

TO MESSRS : R.DOLL, LLC  
530 7TH AVENUE,  
SUITE 2805,  
NEW YORK, NY 10018  
U.S.A.

INVOICE NO.: DM-20070803 [17754]

CONTRACT NO.:

SHIPPING DATE : 8/3/2007

FROM : HOCHIMINH CITY, VIETNA,

TO : LOS ANGELES, U.S.A.

L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>GIRLS KNIT DRESS</b> 60% COTTON 40% POLYESTER STYLE NO.: 274632 PO NO.: 100541	966 PCS	LDP USD 4.30 /PC	USD 4,153.80
	STYLE NO.: 274670 PO NO.: 100542	9,000 PCS	USD 4.20 /PC	USD 37,800.00
	<b>GIRLS KNIT PANTS</b> 95% COTTON 5% SPANDEX STYLE NO.: 274931 PO NO.: 100543	5,088 PCS	USD 3.20 /PC	USD 16,281.60
	<b>LADIES KNIT DRESS</b> 95% RAYON 5% SPANDEX STYLE NO.: 278692 PO NO.: 53682	400 PCS	USD 11.50 /PC	USD 4,600.00
	STYLE NO.: 278690 PO NO.: 53682	800 PCS	USD 12.00 /PC	USD 9,600.00
	STYLE NO.: 215340 PO NO.: 0505423	1,500 PCS	USD 11.50 /PC	USD 17,250.00
		<b>17,754 PCS</b>		<b>USD 89,685.40</b>
SAY TOTAL U.S. DOLLARS EIGHTY NINE THOUSAND SIX HUNDRED EIGHTY FIVE AND CENTS FORTY ONLY				
WE HEREBY CERTIFY THAT NO SOLID WOOD PACKING MATERIALS ASSOCIATED WITH THIS SHIPMENT.				
M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM				
CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014				

A DOOLIM CORPORATION

*S. K. JOO*

PRESIDENT

S. K. JOO  
D. W. HUH

SIGNATURE

**INVOICE**

TO MESSRS : R.DOLL, LLC  
530 7TH AVENUE,  
SUITE 2805,  
NEW YORK, NY 10018  
U.S.A.

INVOICE NO.: DM-222/223 [9822]

CONTRACT NO.:

SHIPPING DATE : 8/7/2007

FROM : HOCHIMINH CITY, VIETNA,

TO : LOS ANGELES, U.S.A.

L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>GIRLS KNIT DRESS</b> 60% COTTON 40% POLYESTER STYLE NO.: 274670 PO NO.: 100542	2,814 PCS	LDP USD 4.20 /PC	USD 11,818.80
	<b>GIRLS KNIT PANTS</b> 95% COTTON 5% SPANDEX STYLE NO.: 274931 PO NO.: 100543	7,008 PCS	USD 3.20 /PC	USD 22,425.60
		<b>9,822 PCS</b>		<b>USD 34,244.40</b>
SAY TOTAL U.S. DOLLARS THIRTY FOUR THOUSAND TWO HUNDRED FORTY FOUR AND CENTS FORTY ONLY				
M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM				
CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014				

A DOOLIM CORPORATION



PRESIDENT

S. K. JOO  
D. W. HUH

SIGNATURE

**INVOICE**

TO MESSRS : R.DOLL, LLC  
530 7TH AVENUE,  
SUITE 2805,  
NEW YORK, NY 10018  
U.S.A.

INVOICE NO.: DM-225~229 [9522]

CONTRACT NO.:

SHIPPING DATE : 8/12/2007

FROM : HOCHIMINH CITY, VIETNA,

TO : LOS ANGELES, U.S.A.

L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>GIRLS KNIT DRESS</b> 60% COTTON 40% POLYESTER STYLE NO.: 278994 PO NO.: 100558	1,871 PCS	LDP USD 4.80 /PC	USD 8,980.80
	STYLE NO.: 279026 PO NO.: 100559	1,939 PCS	USD 5.60 /PC	USD 10,858.40
	STYLE NO.: 279016 PO NO.: 100560	1,862 PCS	USD 4.75 /PC	USD 8,844.50
	STYLE NO.: 278926 PO NO.: 100561	1,861 PCS	USD 5.10 /PC	USD 9,491.10
	STYLE NO.: 278950 PO NO.: 100562	1,989 PCS	USD 5.50 /PC	USD 10,939.50
		<b>9,522 PCS</b>		<b>USD 49,114.30</b>
SAY TOTAL U.S. DOLLARS FORTY NINE THOUSAND ONE HUNDRED FOURTEEN AND CENTS THIRTY ONLY				
WE HEREBY CERTIFY THAT NO SOLID WOOD PACKING MATERIALS ASSOCIATED WITH THIS SHIPMENT.				
M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM				
CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014				

A DOOLIM CORPORATION

*S. K. JOO*  
PRESIDENT S. K. JOO  
D. W. HUH

SIGNATURE

**INVOICE**

TO MESSRS : R.DOLL, LLC  
530 7TH AVENUE,  
SUITE 2805,  
NEW YORK, NY 10018  
U.S.A.

INVOICE NO.: DM-308/307 [153684]

CONTRACT NO.:

SHIPPING DATE : 10/9/2007

FROM : HOCHIMINH CITY, VIETNA,

TO : LOS ANGELES, U.S.A.

L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>LADIES KNIT PANTS</b> 95% COTTON/5% SPANDEX STYLE NO.: 278707 PO NO.: 100607	84,558 PCS	LDP USD 4.08 /PC	USD 344,996.64
	<b>LADIES KNIT TOPS</b> 60% COTTON/40% POLYESTER STYLE NO.: 378324 PO NO.: 100608	69,126 PCS	USD 4.25 /PC	USD 293,785.50
		<b>153,684 PCS</b>		<b>USD 638,782.14</b>
SAY TOTAL U.S. DOLLARS SIXTY SEVEN THOUSAND TWO HUNDRED FOURTEEN ONLY				<i>RC'd 200,000 on 11/21 (Bal 438,782.14)</i>
WE HEREBY CERTIFY THAT NO SOLID WOOD PACKING MATERIALS ASSOCIATED WITH THIS SHIPMENT.				
	M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM			
	CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014			

A DOOLIM CORPORATION

*S. K. JOO*

PRESIDENT

S. K. JOO  
D. W. HUH

SIGNATURE

---



**INVOICE**

TO MESSRS : R.DOLL, LLC  
 530 7TH AVENUE,  
 SUITE 2805,  
 NEW YORK, NY 10018  
 U.S.A.

INVOICE NO.: DM-0395 [3408]

CONTRACT NO.:

SHIPPING DATE : BY FEDEX EXPRESS ETA NY OCT-16-2007  
 (B/L# 8633 7015 9006)

FROM : HOCHIMINH CITY, VIETNA,

BY VESSEL

ETA LA NOV-07-2007

L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>LADIES KNIT DRESS</b> 60% COTTON/40% RAYON STYLE NO.: 278692R PO NO.: 1663012  by Fedex Express by Vessel	48 PCS 3,360 PCS	LDP  USD 5.95 /PC USD 5.95 /PC	USD 285.60 USD 19,992.00
		<b>3,408 PCS</b>		<b>USD 20,277.60</b>
SAY TOTAL U.S. DOLLARS TWENTY THOUSAND TWO HUNDRED SEVENTY SEVEN AND CENTS SIXTY ONLY				
WE HEREBY CERTIFY THAT NO SOLID WOOD PACKING MATERIALS ASSOCIATED WITH THIS SHIPMENT.				
M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM				
CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014				

A DOOLIM CORPORATION

*S. K. JOO*

PRESIDENT

S. K. JOO  
D. W. HUH

SIGNATURE

TO MESSRS : R.DOLL, LLC  
530 7TH AVENUE,  
SUITE 2805,  
NEW YORK, NY 10018  
U.S.A.

INVOICE NO.: DM-20071125 [13735]

CONTRACT NO.:

SHIPPING DATE : 2007-11-25

FROM : HOCHIMINH CITY, VIETNA,

TO : LOS ANGELES, U.S.A.

L/C NO.: BY T/T

ISSUED BY :

SHIPPING MARKS	DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	TOTAL AMOUNT
Style # color quantity in box description	<b>LADIES KNIT SHIRTS</b> 60% COTTON/40% POLY STYLE NO.: 184297 PO NO.: 30877	1,200 PCS	LDP USD 5.50 /PC	USD 6,600.00
	STYLE NO.: 184340 PO NO.: 30877	1,200 PCS	USD 4.40 /PC	USD 5,280.00
	STYLE NO.: 378324 PO NO.: 32003	2,869 PCS	USD 4.25 /PC	USD 12,193.25
	STYLE NO.: 188297 PO NO.: 100653	2,808 PCS	USD 6.00 /PC	USD 16,848.00
	STYLE NO.: 188340 PO NO.: 100654	2,808 PCS	USD 5.00 /PC	USD 14,040.00
	STYLE NO.: 378324 PO NO.: 100655	1,050 PCS	USD 4.25 /PC	USD 4,462.50
	<b>LADIES KNIT DRESS</b> 60% COTTON/40% POLY STYLE NO.: 378099 PO NO.: 32028	1,800 PCS	USD 4.45 /PC	USD 8,010.00
		<b>13,735 PCS</b>		<b>USD 67,433.75</b>
	SAY TOTAL U.S. DOLLARS SIXTY SEVEN THOUSAND FOUR HUNDRED THIRTY THREE AND CENTS SEVENTY FIVE ONLY			
	WE HEREBY CERTIFY THAT NO SOLID WOOD PACKING MATERIALS ASSOCIATED WITH THIS SHIPMENT.			
	M.I.D.: DOOLIM VINA CO.,LTD. [MID:VNDOOVIN1LON] 1A NATIONAL WAY, LONG HIEP COMMUNE, BEN LUC DIST., LONG AN PROVINCE, VIETNAM			
	CORRESPONDING BANK : INDUSTRIAL BANK OF KOREA (SWIFT:IBKOKRSE) 50, 2GA, ULCHIRO, CHUNG-KU, SEOUL, SOUTH KOREA PAYEE : DOOLIM CORPORATION ACCOUNT# 019-002066-56-00014			

A DOOLIM CORPORATION

*S. K. JOO*

PRESIDENT

S. K. JOO  
D. W. HUH

SIGNATURE

<b>Doolim / R Doll Payment Schedule</b>
-----------------------------------------

All open invoices received through 12/30/07

December	14-Dec-07	\$	200,000.00
December	28-Dec-07	\$	142,000.00

Janaury	11-Jan-08	\$	100,000.00
Janaury	25-Jan-08	\$	88,000.00

April	20-Apr-08	\$	401,000.00
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Set up L/C for K-mart order scheduled to X factory January 2008  
L/C due to by 12/14/07

R Doll LLC

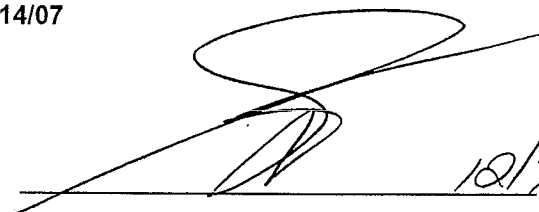
Steven Oshatz

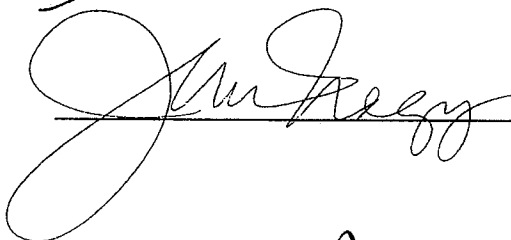
Jerri Nagy

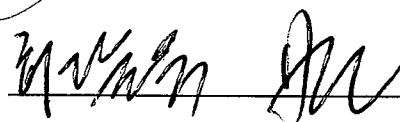
Doolim


Dan Huh

Ted Lee

 12/7/07

 12/8/07

 12/10/2007

 Dec 08, 2007

Doolim
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Factory PO's	AMOUNT	DATE SHIPPED
--------------	--------	--------------

Container US Cutoms
---------------------

STYLE
-------

184297	\$ 22,044.00		IN CUSTOMS
184340	\$ 17,635.20		IN CUSTOMS
378099	\$ 8,010.00		IN CUSTOMS
378324	\$ 16,655.75		IN CUSTOMS
<b>Total</b>	<b>\$ 64,344.95</b>		

Scheduled to X Factory 1/14
-----------------------------

188312A	\$ 13,906.20		Pending Delivery
188036A	\$ 7,715.40		Pending Delivery
279043	\$ 15,000.00		Pending Delivery
378176A/B/C	\$ 29,667.00		Pending Delivery
188289	\$ 451,452.70		Pending Delivery
278515	\$ 21,483.00		Pending Delivery
188037	\$ 11,422.80		Pending Delivery
378099R	\$ 94,736.60		Pending Delivery
188309/279R/307R/281R	\$ 231,639.24		Pending Delivery
<b>Total</b>	<b>\$ 877,022.94</b>		

## OUTSTANDING ORDER CHART (Rubber Doll)

				UPDATED: 2008-01-09	
STYLE #	PO#	FABRIC	P.O. QTY	PRODUCTION PERIOD	LDP AMOUNT
188036A	100668	60% COTTON 40% POLYESTER SOLID JERSEY 110~120GR/M2	648PCS	finished	US\$2,494.80
188036A	100670	60% COTTON 40% POLYESTER SOLID JERSEY 110 ~ 120GR/M2	180PCS	finished	US\$693.00
188036A	100671	60% COTTON 40% POLYESTER SOLID JERSEY 110~120GR/M2	1,176PCS	finished	US\$4,527.60
188312A	100667	60% COTTON 40% POLYESTER SOLID JERSEY 110~120GR/M2	648PCS	finished	US\$2,494.80
188312A	100669	60% COTTON 40% POLYESTER SOLID JERSEY 110 ~ 120GR/M2	600PCS	finished	US\$2,310.00
188312A	100672	60% COTTON 40% POLYESTER SOLID JERSEY 110~120GR/M2	2,364PCS	finished	US\$9,101.40
279043	100664	60% COTTON 40% POLYESTER PRINT JERSEY 110~120GR/M2	3,000PCS	finished	US\$10,500.00
279043	100665	60% COTTON 40% POLYESTER PRINT JERSEY 110 ~ 120GR/M2	1,500PCS	finished	US\$5,250.00
378176	100666	60% COTTON 40% POLYESTER PRINT JERSEY 110 ~ 120GR/2	1,380PCS	finished	US\$4,623.00
378176	100673	60% COTTON 40% POLYESTER PRINT JERSEY 110 ~ 120GR/M2	7,620PCS	finished	US\$25,527.00
188037	100674	60% COTTON 40% POLYESTER SOLID JERSEY 110 ~ 120GR/M2	2,556PCS	12/24 ~ 1/18	US\$9,712.80
188037	100675	60% COTTON 40% POLYESTER SOLID JERSEY 110 ~ 120GR/M2	450PCS	12/24 ~ 1/18	US\$1,710.00
278515	100662	100% COTTON SINGLE JERSEY 120 ~ 130GR/M2	6,510PCS	finished	US\$21,483.00
188289	100659	60% COTTON 40% POLYESTER STRIPE JERSEY 110 ~ 120GR/M2	3,185PCS	12/24 ~ 1/18	US\$10,669.75
188289	100663	60% COTTON 40% POLYESTER STRIPE JERSEY 110 ~ 120GR/M2	3,402PCS	12/24 ~ 1/18	US\$11,396.70
188309/279R/307R/ 281R	100656	60% COTTON 40% POLYESTER SOLID JERSEY 110 ~ 120GR/M2	4,081PCS	12/24 ~ 1/18	US\$14,201.88
188289	100660	60% COTTON 40% POLYESTER STRIPE JERSEY 110 ~ 120GR/M2	128,177PCS	12/24 ~ 1/18	US\$429,392.95
188309/279R/307R/ 281R/308R	100657	60% COTTON 40% POLYESTER SOLID JERSEY 110 ~ 120GR/M2	62,482PCS	12/24 ~ 1/18	US\$217,437.36
378099R	100658	60% COTTON 40% POLYESTER PRINTED JERSEY 110 ~ 120GR/M2	19,334PCS	finished	US\$94,736.60
G.TOTAL			249,293PCS		US\$878,262.64